



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: April 5, 2016

## INVITATION TO BID #47-2016 Frontloader Cab & Chassis April 19, 2016

**Bid Opening Date:** April 19, 2016 **Bid Opening Time:** 2:00 PM  
**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507  
**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A **Pre Bid Time:** N/A  
**Address:** N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **4/19/2016**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 600 Old Frankfort Circle, Lexington, KY 40510

Bid Security Required:  Yes  No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required:  Yes  No

<p><b>Check One:</b>  <input type="checkbox"/> Bid Specifications Met <input checked="" type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>		<p><b>Proposed Delivery:</b>  <u>7</u> days after acceptance of bid.</p>
<p><b>Procurement Card Usage</b>—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

Submitted by: Peterbilt of Louisville  
Firm Name

4415 Hamburg Place

Address: Jeffersville, IN 47130  
City, State & Zip

**Bid must be signed:**  
(original signature)

[Signature]  
Signature of Authorized Company Representative – Title

Representative's Name (Typed or printed)

912-288-8007 812-285-8438  
Area Code - Phone - Extension Fax #

blute@hgtrucks.com  
E-Mail Address

**The Affidavit in this bid must be completed before your firm can be considered for award of this contract.**

**AFFIDAVIT**

Comes the Affiant, Bill Hite, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Bill Hite and he/she is the Individual submitting the bid or is the authorized representative of Peterbilt of Louisville the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

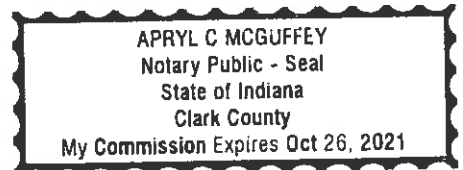
Further, Affiant sayeth naught. Bill Hite

STATE OF Indiana

COUNTY OF Clark

The foregoing instrument was subscribed, sworn to and acknowledged before me by Bill Hite on this the 12<sup>th</sup> day of April, 2016.

My Commission expires: 10-26-21



Apryl C. McGuffey  
NOTARY PUBLIC, STATE AT LARGE

**Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.**

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### Key Benefits

These products use 25 to 50% less energy  
Reduced energy costs without compromising quality or performance  
Reduced air pollution because fewer fossil fuels are burned  
Significant return on investment  
Extended product life and decreased maintenance

### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.GreenSeal.org](http://www.GreenSeal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes  No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #47-2016 Frontloader Cab & Chassis"**

and addressed to:        Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this Invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
  - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - ( ) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - ( ) 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

## **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.



EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

Bill H  
Signature

Peterbilt of Louisville  
Name of Business

## GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Bell XLC  
Signature

4/12/16  
Date

## 1.0 SCOPE OF BID

1.1 This specification describes the minimum requirements for a cab & chassis truck with front loading refuse collection body.

## 2.0 REQUIREMENTS

- ✓ 2.1 Engine and Drivetrain
- ✓ 2.2 Engine: Engine displacement shall be not less than 725 in<sup>3</sup> and specifically designed to operate on compressed natural gas (CNG). Engine shall be rated at no less than 330 horsepower and 1250 lb-ft. of torque. Engine manufacturer's warranty shall cover all internally lubricated components, gaskets, seals, fuel system parts, and electronic engine management components for a period of not less than 5 years, 150,000 miles, or 4,500 hours whichever occurs first. Complete description of engine warranty shall be provided in bid package.
- ✓ 2.3 Starting: Engine starter shall be 12 volt with overcrank protection.
- ✓ 2.4 Batteries: Maximum of three (3) AGM type 12-volt threaded post batteries providing a combined total of not less than 2400 CCA at 0° F. Jump start terminals shall be provided in a convenient location outside the battery enclosure. Battery enclosure shall include all available options to minimize corrosive damage to enclosure. A master battery disconnect shall be located on the outside of the battery enclosure with a pilot light indication of when the truck is energized.
- ✓ 2.5 Charging: Engine alternator shall have a rated output of not less than 180 amps.
- ✓ 2.6 Air Cleaner: Engine shall be equipped with a dry type air filter system with restriction indicator.
- ✓ 2.7 Cooling: Cooling system shall have external spin-on type coolant filter. Coolant shall be all-weather, extended life, providing antifreeze protection to -30° F. All coolant hoses shall be silicone rubber with hose clamps designed for use with silicone hose.
- ✓ 2.8 Engine Heater: Engine shall be equipped with 110-120 volt, 1500 watt immersion type pre heater. Engine heater receptacle shall be flush mounted on driver's (left) side of cab easily visible by person entering cab.
- ✓ 2.9 Engine Protection: Engine management system shall provide warning, and shutdown for conditions such as low engine oil pressure, high engine oil temperature, high coolant temperature, and low coolant level.
- ✓ 2.10 Exhaust: Unit shall have vertical exhaust system with chrome plated rain proof stack.
- ✓ 2.11 Transmission: Allison model 4500-RDS, six forward speeds with all electronic packages required by body manufacturer. Transmission shall be provided with Allison Extended Transmission Coverage (ETC) for a period of three (3) years beyond the standard warranty for a total warranty period of

five (5) years. Transmission shall be filled with Allison TranSynd™ transmission fluid prior to delivery.

### 3.0 Chassis

- ✓ 3.1 Frame: Each frame rail shall have a RBM rating of not less than 3,000,000 in-lb. Frame shall have two front tow eyes installed. Front bumper shall be painted steel (black).
- ✓ 3.2 Wheel Base: As determined by body manufacturer.
- ✓ 3.3 Front Axle & Suspension: Front axle shall have a rated capacity of not less than 20,000 lbs. Front suspension and related components shall have a rated capacity of not less than 23,000 lbs. Front suspension shall include single overload cushions and shock absorbers.
- ✓ 3.4 Rear Axle & Suspension: Tandem rear axles and suspension shall have a rated capacity of not less than 46,000 lbs. Axle ratio shall provide a top speed of approximately sixty miles per hour (60 MPH).
- ✓ 3.5 Steering: Hydraulic power assisted, with power steering oil cooler.
- ✓ 3.6 Brakes: Brake system shall be air actuated disc type with severe service brake rotors. Brake hoses shall be wire braid type. Air reservoirs shall be painted aluminum.
- ✓ 3.7 Air Dryer and Tanks: Brake system shall be equipped with a Bendix desiccant type air dryer. Air reservoirs shall be drained from a single point. Air brake system shall include a Schrader valve fill port for charging from an external compressed air source.
- ✓ 3.8 Tires & Wheels: Front wheels- 22.5" X 12.25" pilot mount steel disc (Accuride part number 29806PKBLK21). Front tires- 425/65R-22.5 load range L, Michelin XZY 3. Rear wheels- 22.5" X 8.25" pilot mount steel disc ( Accuride part number 50408PKBLK21). Rear tires- Goodyear 12R22.5 G182 RSD load range H.

### 4.0 Cab and Fixtures

- 4.1 Cab: Tilt type cab over engine design. Cab tilt lift shall be air assisted. Front wheel openings shall have rubber flares installed. Extended rain gutters shall be installed over side window and door openings. Cab shall have a factory installed windshield guard.
- 4.2 Cab Fixtures: Driver's seat shall be air suspended with a durable cloth covering. All seating positions shall be equipped with a high visibility seat belt. Cab shall be equipped with an automotive type integrated air conditioner/heater/defroster with variable speed fan, and an AM/FM radio. Radio shall automatically mute when transmission is shifted into a reverse range.
- 4.3 Instruments: Cab shall include instrumentation for driver monitoring of coolant temperature, engine oil pressure, air pressure, fuel level (pressure), battery voltage, vehicle speed (MPH), engine speed

(RPM), transmission oil temperature, alternator output (amps), miles traveled, and engine hours. Warning lights shall be provided for low air pressure, low engine oil pressure, high coolant temperature, differential lock, and parking brake application.

- 4.4 Backup Alarm: Vehicle shall have an electronic backup alarm device installed. Alarm must meet OSHA requirements.
- 4.5 Mirrors: Power remote control, heated, west coast style with adjustable convex lower section, with an additional 8 inch convex mirror mounted below main mirror.
- 4.6 Horns: Dual electric horns. Single air horn mounted on cab bottom.
- 4.7 Fuel Tank: Diesel gallon equivalent (DGE) of ninety (90) gallons. (see section 11.0)
- 4.8 Paint: Frame shall be gloss black. Cab shall be finished with blue DuPont Imron Elite #44426. Bottom of cab shall be finished and undercoated.
- 4.9 Other Equipment: Vehicle shall retain all standard equipment unless specified or replaced by optional equipment.

#### **5.0 Power Take-Off**

- 5.1 Cab & chassis shall be designed to accept front mounting of a crankshaft driven hydraulic pump. Design shall allow PTO operation when cab is in a tilted position.

#### **6.0 Body Construction**

- 6.1 Payload Capacity: Net usable capacity shall be not less than 40 cubic yards.
- 6.2 Floor: Body floor shall be constructed of 3/16" abrasion resisting steel plate having a yield strength of not less than 100,000 PSI. Hopper floor shall be constructed of 1/4" abrasion resisting steel plate having a yield strength of not less than 155,000 PSI. The rear body floor shall be lower by four (4) inches to maintain a 100 gallon sump for liquid containment and to aid in load retention. Rear portion of body floor shall be curved similar to roof and sidewalls.
- 6.3 Body Sidewalls: Body sides shall be 3/16" abrasion resisting steel plate having a yield strength of not less than 100,000 PSI. Body shall have curved sidewalls to provide additional strength without additional exterior bracing.
- 6.4 Body Roof: Roof shall be curved and constructed of 10 gauge, abrasion resisting steel having a yield strength of not less than 100,000 PSI.
- 6.5 Tailgate: Tailgate shall be one piece, constructed of 10 gauge, not less than 100,000 PSI yield steel, hinged at top of body. Vertical and horizontal braces shall be 7 gauge, not less than 100,000 PSI yield steel. Raising, lowering, and latching of tailgate shall be done hydraulically. Tailgate opening shall include a rubber seal to prevent liquid seepage. Tailgate hinge points shall be structurally

connected to boxed rear body posts such that a continuous load path is established between the tailgate hinges and the main structural elements of the body. An in-cab console mounted light and audible alarm shall be provided to indicate when the tailgate is not fully closed and locked.

- 6.6 Access Opening: The body shall have an opening, with door large enough to provide entry into the body. The door shall not open into the path of the lift arms. An interlock shall be provided to instantly stop all hydraulic operations if the access door is opened. A stow-away step arrangement shall be provided for access to the door from the ground.
- 6.7 A liquid waste collection sump shall also be located in the forward end of the body. The sump shall have an easy access drain. The sump shall not drain directly onto any components of the truck, such as the battery box, air dryer, etc. Drain shall be constructed in such a way not to be hit by arm at any time.
- 6.8 Material retaining teeth or a step shall be located between the hopper and the body to prevent fall back of compacted material.
- 6.9 The volumetric size of the hopper shall be not less than ten cubic yards (10 yd<sup>3</sup>), and have a single cover that will completely close the hopper opening during compaction and travel. The hopper door shall be constructed of a minimum 12 gauge steel sheet with perimeter and center reinforcement. An interlock system shall be provided to prevent dumping a container when hopper door is closed. The hopper door shall slide open so as not to require any additional overhead clearance. The hopper opening shall be provided with wind-blown spillage protection.
- 6.10 Cab Protector: A steel cab protector shall be an integral part of the body. The cab protector shall prevent material from falling between cab and the body and divert liquid spillage from the roof of the truck cab and from entering the truck windows. Cab protector design must allow for tilting of the cab and be well clear of the arms, forks, and container during loading operations.

## **7.0 Packing Mechanism**

- 7.1 The packing mechanism shall be single blade design, hydraulically actuated, automatically sweeping the hopper and returning upon activation ("auto-pack"). Packing blade shall travel the full length of body (full ejection) for discharge of load. Interlock system shall prevent packing blade from traveling beyond the hopper unless tailgate is open.
- 7.2 Construction: All packing panel face material shall be at minimum 1/4" thick steel plate having a yield strength of not less than 100,000 PSI. Remainder of panel assembly shall be reinforced and constructed of materials suitable to withstand all compaction and ejection forces. Packing panel shall be supported by replaceable wear shoes riding on abrasion resistant steel tracks. Packing panel shoes shall be serviceable without removing the blade from the body.
- 7.3 Cycle Time: Maximum time for packing mechanism to clear hopper and return to forward position: 25 seconds.
- 7.4 Compaction: Indicate the average level of compaction attainable expressed in pounds per cubic yard. Minimum: 900 lbs. per yd<sup>3</sup>.

## **8.0 Lifting Mechanism**

- 8.1 The body shall be equipped with a loader assembly having a capacity of not less than 10,000 lbs. Loader shall be designed to lift and dump the contents of an industry standard eight cubic yard (8 yd<sup>3</sup>) detachable container. The lift arms shall clear truck cab doors at all times to prevent trapping driver in truck cab.
- 8.2 Lift Arms: The lift arms shall be attached to a tubular shaft mounted on the forward end of the body. The shaft shall rotate in replaceable bushings. Shaft bushings shall be provided with grease fittings. The lift arms shall be one piece, box type construction. Lift arms shall maintain a minimum clearance of 3 inches from truck cab throughout all phases of operation.
- 8.3 Fork Tines: A fork tine assembly shall be attached to the lifting arms by means of a tubular shaft. The shaft shall rotate in replaceable bushings provided with grease fittings. The fork tines shall have a retainer lug at each forward tip to prevent loss of a container during dump cycle. Fork tine operation shall be independent of the lift arms and shall be capable of achieving a position perpendicular to the street for travel. Fork tines shall be at least 1" thick, heat treated, structural quality alloy steel having a yield strength of not less than 100,000 PSI.
- 8.4 Interlock system shall be provided to prohibit dumping while packing blade is not in the forward position.
- 8.5 Arm Stops: Reinforced, bolt-on polyurethane arm stops shall be provided to cushion shock loads and prevent arm over-travel at the height of the loading sequence.
- 8.6 Cycle Time: Maximum time for lifting mechanism to raise, dump, and lower after container engagement: 20 seconds.

## **9.0 Hydraulic Controls**

- 9.1 Controls: All body functions shall be controlled from inside the truck cab. Lift shall be operated by a single joystick type control. Push-pull cable controls will not be accepted. All body function controls shall be housed in a console or integrated into the truck cab. Push button controls with pilot lights shall be provided for automatic hopper sweep, eject, and retract functions of the packing mechanism. Controls shall be clearly marked as to their function. A warning light shall be provided to indicate when the tailgate is not down and latched and to indicate the status of the hopper door. All sensors required for proper body function shall be sealed proximity type. Control panel shall include an "auto-pack" switch; when activated, the compactor panel will complete one (1) packing cycle. An "Emergency STOP" button shall be included which will interrupt all hydraulic flow. Mechanical limit switches will not be accepted, including sensors for all safety warning circuits.
- 9.2 Hydraulic Pump: Hydraulic pump shall be primarily constructed of cast iron and/or steel.
- 9.3 Hydraulic Tank: Tank shall be of sufficient capacity to allow repeated cycling without overheating hydraulic oil. Tank shall be provided with an internally mounted suction screen with service access, return line filter with spin-on element, electrical by-pass indicator, shut-off ball valve, and screened fill port. All tank venting shall be filtered. Tank shall have a temperature gauge and an oil sight gauge with a minimum length of 5 inches.



- 9.4 Overspeed Protection: A mechanical or electronic method shall be incorporated to protect the hydraulic pump from damage due to an overspeed condition. Electronic solutions shall utilize the existing management system(s) of the truck. External electronic overspeed systems will not be accepted.
- 9.5 Valve Bank: No cable operated valves will be accepted. Hydraulic system shall have adjustable main relief valve. A pressure gauge measuring main system pressure shall be installed in close proximity to main relief adjustment.
- 9.6 Hydraulic Plumbing: Welded steel tubing shall be used wherever possible secured by cushioned clamps. All hydraulic hose shall meet or exceed SAE 100R2 Type AT requirements and shall be protected by protective nylon sock. No hose clamp connections will be accepted.

#### 10.0 Miscellaneous

- 10.1 The frame rails of the truck shall not be drilled, cut, or altered in any way other than that approved by the chassis manufacturer.
- 10.2 Anti-sail mud flaps shall be installed behind rear wheels.
- 10.3 Lighting: All lighting required by the Federal Motor Vehicle Safety Standard #108, shall be installed. All rear facing stop, turn, or tail lamps shall be flush mounted, sealed LED units. All clearance lamps shall be grommet mounted sealed LED units. License plate lamp shall be a sealed LED unit. Backup lamps shall be sealed LED units. One (1) sealed LED lamp shall be used to illuminate the area in front of the ejector panel and controlled by a switch in truck cab.
- 10.4 Strobe Lights: Two (2) rear facing four inch (4") round, grommet mounted, amber strobe lights shall be mounted on the tailgate in a manner consistent with other rear facing lights. All strobe lights shall be grommet mounted, amber in color, self-contained LED units. Strobe box systems will not be accepted.
- 10.5 Wiring: Any circuit added to the truck requiring fuse protection shall be wired through the truck's fuse panel. All connections to a component shall be made with a molded plug or otherwise environmentally sealed connector. Individual wires shall be terminated with a terminal which is crimped, soldered, and covered with heat shrink tubing. Splices should be avoided. If a spliced wire cannot be avoided, the splice shall be soldered and covered with heat shrink tubing. Under no circumstances will the use of the following items or methods be accepted: crimp-type butt connectors, Scotchlok™s, solderless terminals, electrical tape, wire nuts, in-line fuses. All wiring shall be encased in protective flexible loom.
- 10.6 Painting/Coating: Entire body shall be thoroughly cleaned of dirt, oil, grease, and welding slag prior to painting or coating. No electrical wire, hydraulic hose, hose end fitting or other hydraulic fittings shall be painted or coated. Body to be metallic gray (DuPont Imron Elite 44400U). Bid package shall include thorough description of painting or coating process and any warranty provided.
- 10.7 Safety Equipment: A 10 lb. fully rechargeable, A-B-C fire extinguisher shall be mounted on the outside of the driver's side of packer body in a convenient location. A set of reflecting safety

triangles shall be provided. Caution signage similar to illustration below shall be installed on tailgate:



- 10.8 Back-Up Vision System: A multi-view closed circuit vision system utilizing (3) three color cameras and a color multi-view LCD monitor positioned for convenient viewing by driver shall be installed. System shall automatically activate when truck is in reverse gear or may be manually activated. Cameras shall be protected by a stainless steel cage. Camera views shall provide a view of the area immediately behind the center of the truck; the area to the right rear of the truck, and a view of the container dump area above the cab. Vision system components shall be provided with a five (5) year warranty (Pro-Vision).
- 10.9 Finished Overall Height: Bid package must state the overall finished height of the unit. Bid packages failing to state finished height cannot be evaluated. Finished heights in excess of thirteen feet (13') may be rejected.
- 10.10 Cylinder Attachment: Hydraulic cylinder attachment pins shall be drilled and taped such that pulling equipment can be used to facilitate their removal. Pins retained by removable saddles are exempt from this requirement.
- 10.11 AutoLube System: A Lincoln Quicklube<sup>®</sup> On Board Grease System shall be installed to service all critical points of lubrication on the refuse body. All hoses and components shall be installed in a manner where there will be no inference with body or chassis components or operations.
- 10.12 Tool box: A weatherproof stainless steel tool box shall be installed under the right side of truck, mounted on truck frame. Tool box shall measure (36") inches long, (24") inches tall, and (24') inches wide, with a lockable fold down door.
- 10.13 Unit Graphics: Graphics designed and furnished by the LFUCG shall be installed on body.

#### 11.0 Compressed Natural Gas

- 11.1 Unit shall be provided with a compressed natural gas fuel system with a capacity of not less than the equivalent of ninety (90) diesel gallons (DGE). Fuel tank(s) shall be appropriately protected from damage caused by vehicle collision or other calamity. System shall include both a fast and slow fill port conveniently located on drivers side, a maintenance defueling port, and an interlock to prevent engine start unless fill hoses have been disconnected. Additional fast and slow fill fueling ports shall be provided in the front bumper. Pressure sending unit capable of driving the chassis OEM fuel gauge, shall be installed. Routing of fuel lines to fuel storage cylinders shall not be exposed on

side of body, but must be routed through and protected by steel raceways built into the structure of the body.

- 11.2 Methane Detection: Each unit shall have a dual zone methane detection system installed with sensors located in the engine compartment and inside the truck cab.

## **12.0 NOTES**

### **12.1 Testing and Inspection**

- 12.1.1 Each unit furnished shall be physically inspected by LFUCG personnel prior to acceptance. Appropriate measurements will be taken to insure compliance with specifications; unit(s) will be checked for completeness and functionality. All equipment, standard and specified, shall be installed and tested prior to delivery. Failure to meet any aspect of this specification for which an exception was not taken may be grounds for refusal of delivery and/or payment.

### **12.2 Delivery**

- 12.2.1 Completed vehicle(s) shall be delivered and titled to LFUCG Division of Fleet Services facility located at 669 Byrd Thurman Drive, Lexington, Kentucky. Units shall be ready to work upon delivery.

### **12.3 Literature**

- 12.3.1 Manufacturer's literature which shall include complete specifications and warranty shall be included with bid and becomes integral part of bid. All literature submitted shall be original printed material- no photocopied material. Any modifications which may be necessary to meet specifications must be listed in writing and submitted as integral part of bid.

### **12.4 Method of Award**

- 12.4.1 A price contract shall be awarded to the responsive and responsible bidder who has demonstrated the capability to best comply with the requirements contained herein at the lowest unit price. The price contract price shall remain in effect for one (1) year after date of award with an option to renew for one (1) additional year if agreed by both parties. Adequately documented price adjustments may be considered at time of renewal.

## **13.0 General**

- 13.1 All equipment furnished shall be new and unused, current model production.
- 13.2 Training: Manufacturer's representative shall spend a minimum of two (2) days instructing LFUCG mechanics and operators in the maintenance and operation of the equipment provided. One (1) day for LFUCG mechanics and one (1) day for operators. Training shall include the cab & chassis, packer body and the CNG fuel system.
- 13.3 Successful bidder shall provide one (1) repair manual and one (1) parts manual with each group of units delivered. Electronic delivery or internet access to parts and service manuals is acceptable.

Each unit shall be provided with a printed operator's manual. All manuals shall be original printed editions.

- 13.4 **Warranty Repairs:** (Applies to entire unit) If the vendor providing warranty service for any portion of unit(s) described herein whose repair facility is in excess of fifteen (15) miles from the LFUCG Fleet Services facility, at the vendor's option, warranty repairs may be performed at the vendor's location provided vendor picks up the vehicle within 24 hours of notification and returns vehicle upon completion of repairs. When vendor elects this option, all transportation expenses shall be included in the warranty coverage. In the interest of reduced downtime, the Division of Fleet Services may be designated a warranty repair shop. An in-house warranty agreement shall include reimbursement or credit for parts at 100% of their cost and labor at a rate of eighty three dollars (\$83.00) per hour. If the manufacturer publishes a time table for standard repair operations, one will be furnished and used to determine billable labor. If such a standard does not exist, vendor agrees to reimburse labor as recorded on LFUCG repair orders (actual time). Vendor shall furnish any forms the manufacturer may require for warranty return parts. LFUCG will invoice vendor for warranty repairs during the warranty period. Vendor shall agree to accept LFUCG repair orders as evidence of work performed.
- 13.5 **References:** If specific model bid is not currently in use by the LFUCG; upon request, bidder shall provide a list of at least five (5) users of the exact model bid.
- 13.6 **Demonstrator:** If specific model bid is not currently in use by the LFUCG, LFUCG reserves the right to request a demonstrator unit of the model proposed to be tested and inspected by LFUCG personnel for a minimum of five (5) business days. Demonstrator unit must be available within ten (10) business days of request.
- 13.7 Unit(s) shall retain all standard equipment as shown in published literature unless replaced by optional equipment specified herein. Units provided under this specification shall fully comply with any and all applicable OSHA, ANSI, and FMVSS standards as well as all applicable Federal, State, and local laws, regulations, ordinances, resolutions, and codes at time of delivery.

#### **14.0 Addendums**

- 14.1 **Exceptions** to any parts of these specifications shall be listed on the attached "Exception Page" with reference to the applicable paragraph number from this document.
- 14.2 **Warranty page** must be completed in its entirety in order to have your bid evaluated.
- 14.3 **Other Information** page must be completed in its entirety in order to have your bid evaluated.

Front Loader Cab & Chassis

Pricing Page

Price per Front Loader Cab & Chassis \$ 292,881.<sup>00</sup>



## Warranty Description

Basic Vehicle Warranty (cab & chassis)	Length of Warranty Period (time, mileage, etc.)	Warranty Provided By:	Vendor agrees to warranty terms stated in paragraph 13.4?
	1 year 100,000	Peterbilt	Yes / <input checked="" type="radio"/> No
Basic Warranty (body)	Length of Warranty Period (time, mileage, etc.)	Warranty Provided By:	Vendor agrees to warranty terms stated in paragraph 13.4?
	see attached		Yes / No
Engine Warranty (paragraph 2.2)	Length of Warranty Period (time, mileage, etc.)	Warranty Provided By:	Vendor agrees to warranty terms stated in paragraph 13.4?
	5 years 150,000	Commins	<input checked="" type="radio"/> Yes / No
Transmission Warranty (paragraph 2.11)	Length of Warranty Period (time, mileage, etc.)	Warranty Provided By:	Vendor agrees to warranty terms stated in paragraph 13.4?
	5 years	Allison	<input checked="" type="radio"/> Yes / No
Exterior Finish Warranty (body)	Length of Warranty Period (time, mileage, etc.)	Warranty Provided By:	Vendor agrees to warranty terms stated in paragraph 13.4?
	see attached from body builder		Yes / No
Hydraulic Pump Warranty (paragraph 9.2)	Length of Warranty Period (time, mileage, etc.)	Warranty Provided By:	Vendor agrees to warranty terms stated in paragraph 13.4?
	see attached from body builder		Yes / No
Hydraulic Cylinder Warranty (body)	Length of Warranty Period (time, mileage, etc.)	Warranty Provided By:	Vendor agrees to warranty terms stated in paragraph 13.4?
	see attached from Body Builder		Yes / No
Back-Up Vision System Warranty (paragraph 10.8)	Length of Warranty Period (time, mileage, etc.)	Warranty Provided By:	Vendor agrees to warranty terms stated in paragraph 13.4?
	see attached from body builder		Yes / No

### Other Information

Packer Performance	Clear Hopper Cycle Time <small>(paragraph 7.3)</small>	Load Sequence Cycle Time <small>(paragraph 8.7)</small>	Compaction <small>(paragraph 7.4)</small>
	<i>see body builder attached</i>		

Exterior Finish <small>(paragraph 10.6)</small>	Describe painting or coating system for the exterior surfaces of the body
	<i>see body builder attached</i>

Finished Overall Height <small>(paragraph 10.9)</small>	Measured height from the ground to the highest point of finished unit.	<p>The LFUCG Division of Waste Management will have final approval of finished vehicle height. Stated heights in excess of thirteen feet (13') may be cause for rejection. Any unit whose measured height upon delivery exceeds that stated herein will not be accepted.</p>
	<i>see attached</i>	



**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

---

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

**FINANCIAL RESPONSIBILITY**

Vendor understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. The General Liability Policy shall include a Products Liability endorsement unless deemed not to apply by LFUCG.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK**

**MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.



Peterbilt of Louisville P615  
4415 Hamburg Pike

Lexington Fayette County  
200 East Main Street

Jeffersonville, Indiana United States 47131  
Phone: (812) 288-8007  
Fax:  
Email:

Lexington, Kentucky United States 40507  
Phone: (502) 962-9527  
Fax:  
Contact Email:  
Prepared for: Dave Toombs

### Vehicle Summary

Unit		Chassis	
Model:	Model 320	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description:	Front Loader	G.C.W. (lbs):	66000
<b>Application</b>		<b>Road Conditions:</b>	
Intended Serv.:	Refuse/On-Highway	Class A (Highway)	100
Commodity:	Refuse, Scrap	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
<b>Body</b>		Maximum Grade:	6
Type:	Commercial Front Loader	Wheelbase (in):	210
Length (ft):	24	Overhang (in):	75.10001
Height (ft):	13.5	Fr Axle to BOC (in):	0.1
Max Laden Weight (lbs):	1000	Cab to Axle (in):	209.9
		Cab to EOF (in):	285.0
<b>Trailer</b>		Overall Comb. Length (in):	343
No. of Trailer Axles:	0		
Type:		<b>Special Req.</b>	
Length (ft):	0	United States Registry	
Height (ft):	0.0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
<b>Restrictions</b>			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by:

*Paul Ho*

Date:

*4/9/16*

Note: All sales are F.O.B. designated plant of manufacture.

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Peterbilt of Louisville P615  
4415 Hamburg Pike

Lexington Fayette County  
200 East Main Street

Jeffersonville, Indiana United States 47131  
Phone: (812) 288-8007  
Fax:  
Email:

Lexington, Kentucky United States 40507  
Phone: (502) 962-9527  
Fax:  
Contact Email:  
Prepared for: Dave Toombs

	Description	Weight
<b>Base Model</b>		
	Model 320	16,060
	Refuse, Scrap	0
	Refuse/On-Highway	0
	Commercial Front Loader	0
	United States Registry	0
<b>Configuration</b>		
	Not Applicable	0
<b>Frame &amp; Equipment</b>		
	10-3/4in Steel Rails 306-342in	212
	Full Steel Inner Liner	691
	FEPTO Provision 9in Bumper Extension	42
	EOF Square without Xmbr	0
	Omit Rear Mudflaps and Hangers	0
	(2) Solid Mount Cable Hooks	0
<b>Front Axle &amp; Equipment</b>		
	Dana Spicer D2000F 20,000 lb, 3.5in Drop	0
	Taper Leaf Springs, Shocks 23,000 lb	410
	Power Steering Sheppard SD110 Dual	40
	PHP10 Iron PreSet PLUS Hubs-Air Disc	0
	Severe Service Disc Brake Rotor	59
	5in Drop IPO 3.5in, Front Axle	0
	Dana Spicer Wide Track IPO Std, Front Axle	5
	Air Disc Front Brakes	0
<b>Rear Axle &amp; Equipment</b>		
	Meritor RT46-160 46,000 lb	-15
	PHP10 Iron PreSet PLUS Hubs	0
	Severe Service Disc Brake Rotor	14

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Description	Weight
Long Stroke Parking Brakes, Drive Axle(s)	0
Lube Pump, Drive Axle(s)	36
SBM Valve	0
Anti-Lock Braking System (ABS) 4S4M	0
Synthetic Axle Lubricant All Axles	0
Air Disc Rear Brakes, Tandem Drive Axle	0
Ratio 5.63 Rear Axle	0
Hendrickson RT463 46,000 lb, 54in Axle Spacing	505
Tracking Rods, Rubber Center Bearings	99
O&S Ball Tracking Rods, RT/HN Suspensions	-11

**Engine & Equipment**

<b>ISX12-G 330R@2100 GOV@2100 1250@1200</b>	1,065
N21320 N205 120..Standard Maximum Speed Limit [LSL]	
N21330 N207 0....Expiration Distance	
N21340 P112 120..Hard Maximum Speed Limit	
N21350 P001 64...Maximum Accelerator Pedal Vehicle Speed	
N21360 P110 0....Accelerator Lower Droop	
N21370 P059 64...Maximum Cruise Speed	
N21380 P111 0....Cruise Control Lower Droop	
N21400 N203 252..Reserve Speed Function Resel Distance	
N21410 N202 0....Maximum Cycle Distance	
N21420 N206 0....Maximum Active Distance	
N21430 N201 0....Reserve Speed Limit Offset	
N21440 P015 No...Engine Protection Shutdown	
N21450 P026 No...Gear Down Protection	
N21460 P046 1400.Max PTO Speed	
N21470 P062 No...Cruise Control Auto Resume	
N21480 P068 No...Auto Engine Brake in Cruise	
N21500 N209 0....Expiration Distance	
N21510 P520 Yes..Enable Idle Shutdown Park Brake Set	
N21520 P030 5....Timer Setting	
N21530 P233 Yes..Enable Impending Shutdown Warning	
N21540 P234 60...Timer For Impending Shutdown Warning	
N21550 P516 35...Engine Load Threshold	
N21570 P031 No...Idle Shutdown Manual Override	
N21590 P230 Yes..Enable Hot Ambient Automatic Override	
N21610 P172 40...Low Ambient Temperature Threshold	
N21620 P173 60...Intermediate Ambient Temperature Threshold	
N21630 P171 80...High Ambient Temperature Threshold	
<b>Engine Idle Shutdown Timer Disabled</b>	0
<b>Enable EIST Ambient Temp Override</b>	0
<b>Eff EIST NA Expiration Miles</b>	0
<b>Effective VSL Setting NA</b>	0
<b>CARB Engine Idling Compliance DECLINED By</b>	0

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Description	Weight
200 Amp Alternator, Standard Brush	-1
Immersion Type Block Heater 110-120V	2
PACCAR 12V Starter	0
3 PACCAR AGM 12V Batteries 2400 CCA	0
Battery Jumper Terminals Mtd In Front	4
Kissling Battery Disconnect Switch	3
2-Speed Fan Clutch For Frequent Start/Stops	0
18.7 CFM Air Compressor	0
Omit Engine Brake - ISX12	-77
Spin-On Fuel Filter, Natural Gas	0
Engine Protection Shutdown	0
High Efficiency Cooling System	0
Stainless Steel Grille	0
Heavy Duty Air Cleaner	0
Exhaust Single LH Vertical	0
Single 36in Standpipe	0

**Transmission & Equipment**

Allison 4500 RDS-P Transmission, Gen 5	365
1760 HD Driveline, 1 Midship Bearing	0
(1) Dash Mounted Single Acting Air PTO Control	0
ALLISON 5TH GEN RDS, PKG 225	0
Allison FuelSense Not Desired	0
Console Mounted Push Button Shifter	0
Allison 6-Speed Configuration, Wide Ratio Gears	0
Allison Output Function S Neutral Indicator	0

**Air & Trailer Equipment**

Bendix AD-IS EP Air Dryer with Heater	0
Nylon Chassis Hose	0
Central Location for Air Tank Drain Valves	8
Aluminum Painted Air Tanks	-45

**Tires & Wheels**

FF: MN 20ply 425/65R22.5 XZY3	92
RR: GY 16ply 12R22.5 G182 RSD	288
Code-rear Tire Qty 08	0
FF: Accur Stl Armor 29807PK 22.5X12.25	76

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Description	Weight
code should be 53110560 RR-ACCSTI A	0
Code-rear Rim Qty 08	0
Accuride Black Wheels IPO White	0

**Fuel Tanks**

No Fuel Tank/Fuel System Provided, CNG Only	0
Location LH BOC 000 Gal	0
CNG Body Mounted Cabinet Only	0

**Battery Box & Bumper**

Aluminum Battery Box RH Fender Mounted	0
Steel Bumper Channel Painted	0

**Cab & Equipment**

53in LCF ProBilt Cab LH Drive	0
4.5 Inch Rubber Flares on Cab	0
Peterbilt Driver Seat	0
Peterbilt Passenger Seat	0
Seat Belt Color Orange IPO Standard Black	0
Air Ride Driver	0
High Back Driver	0
Fabric Driver	0
Non-Air Ride Passenger	0
Low Back Passenger	0
Fabric Passenger	0
Gray Interior Color	0
Adjustable Steering Column - Tilt/Telescope	0
Steering Wheel with Peterbilt Logo	0
Rear Window Back of Cab Standard Tint	0
Two Piece Flat Windshield	0
Combo Fresh Air Heater/Air Conditioner	4
Black LH/RH Dual Plane Mirrors, Heated	2
Addtl Convex Mirrors, Mtd Top of LH/RH	0
(1) Air Horn 15in Painted	0
ConcertClass Without CD, Includes BT Phone and	10
Midlevel Speaker Package For Cab	6
Cab Tilt Pump Air Assist	0
Peterbilt Electric Windshield Wipers	0

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	Description	Weight
	Rain Gutters Over Driver and Passenger Doors	8
	Triangle Reflector Kit Shipped Loose	13
	Backup Alarm (107dB)	3
	Axle Temperature Gauges, Tandem Drive	0
	Engine Oil Temperature Gauge	0
	Main Transmission Oil Temperature Gauge	0
	Air Application Gauge	0
	Air Restriction Indicator	0
	Up To (4) Additional Electric Switches	1
	Headlights Dual Rectangular Halogen	0
	(5) LED Clearance With (2) LED Marker Lights	0
	None Furnished Stop/Tail/Backup Lights	0
<b>Paint</b>		
	(1) Color Axalta Two Stage - Cab/Hood	0
	N85020 A - 44426EB BRIGHT BLUE	
	N85500 CAB ROOF 44426EB BRIGHT BLUE	
	N85200 FRAME N0001EA BLACK	
	N85700 BUMPER N0001EA BLACK	
	Axalta Two Stage Effect - Metallic/Pearl	0
<b>Options Not Subject To Discount</b>		
	Cummins ISX12-G Protection Plan 1 (5/150)	0
	Frame Layout Identical to Previous Chassis	0
<b>Miscellaneous</b>		0
<b>Total Weight</b>		<b>19974</b>

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